

## REMARKS

This response is in reply to the final Office Action mailed October 5, 2009. In the Office Action, Claims 1-20, 23-42, 45-62, 65-76, and 78 were rejected under 35 U.S.C. § 102(e) as allegedly anticipated by Joao et al. (U.S. Patent No. 6,529,725); and Claims 21, 22, 43, 44, 63, 64, and 77 were rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over Joao et al.

Without admitting to the propriety of the rejections in the Office Action, and to advance prosecution in the present application, Claims 1-9, 17-19, 22-31, 39-41, 44-69, and 78 have been amended. Claims 1-78 remain pending. For at least the reasons discussed below, applicants respectfully request reconsideration and allowance of the pending claims.

### Rejections Under 35 U.S.C. § 102(e)

To show that a claim is anticipated under section 102(e), each and every element as set forth in the claim must be found, either expressly or inherently, in a single prior art reference. *Verdegaal Bros., Inc. v. Union Oil Co. of California*, 814 F.2d 628, 631 (Fed. Cir. 1987); M.P.E.P. § 2131. Applicants assert that the cited and applied reference does not anticipate Claims 1-20, 23-42, 45-62, 65-76, and 78 as alleged in the Office Action because each and every element as set forth in the claims is not taught or suggested by the cited and applied references.

### Claims 1-20

It is alleged in the Office Action that Joao et al. anticipates the subject matter of Claim 1. More specifically, it is alleged that Col. 4, lines 35-66, Col. 6, lines 9-65, and Col. 26 of Joao et al. teach each and every element as they are recited in Claim 1. Applicants are unable to find in the cited portions, or any other portion of Joao et al. each and every element as they are recited in amended Claim 1. As a result, Joao et al. does not anticipate Claim 1.

By way of example, amended Claim 1 recites, in part, "transmitting to a wireless device associated with a first user a managed message from a computational entity" and "transmitting

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the managed message to at least one other device associated with at least one other user." It is argued at page 3 of the Office Action that since Joao et al. discloses receiving information at a user's wireless communication device, such as transaction and card information data, and receiving information at the POS ("point-of-sale") in Joao et al., that "a managed message" is transmitted to a first user and a second user. Applicants respectfully disagree.

As read, for example, in Col. 6, line 8-Col. 7, line 40 of Joao et al., there is disclosed a central processing computer that transmits data to a communication device located with the cardholder. (See Col. 6, lines 13-16.) The information/data transmitted to the communication device with the cardholder may include various information about a proposed transaction at a point-of-sale. (See Col. 6, lines 22-35.) When the cardholder responds by authorizing the transaction, the central processing computer transmits data to the point-of-sale terminal indicating approval. (See Col. 7, lines 33-40.) The central processing computer, however, does not transmit "the managed message" to the cardholder and to the point-of-sale terminal, as recited in Claim 1. Instead, the information transmitted to each entity by the central processing computer is different. For at least this reason, Joao et al. does not anticipate Claim 1 because each and every element is not taught.

Nonetheless, applicants have amended Claim 1 to advance prosecution in the present application, and as such, applicants submit that the cited and applied reference does not teach or suggest the newly added subject matter of Claim 1. For example, Claim 1 further recites, "receiving an affirmative response in reply to the managed message from at least one of the users in response to a successful payment associated with the at least one payment transaction authorization."

As disclosed in Joao et al. at Col. 7, lines 38-40, "[t]he point-of-sale terminal operator may then complete the transaction. Thereafter, operation of the apparatus will cease." Thus,

Joao et al. does not teach, suggest, or even contemplate, "receiving an affirmative response in reply to the managed message . . . in response to a successful payment associated with the at least one payment transaction authorization," as recited in Claim 1. As such, for at least this reason, Joao et al. does not anticipate Claim 1.

Additionally, amended Claim 1 further recites, "wherein the managed message includes at least one element from a group consisting of an RSVP element, a question element, a things-to-bring element, a comment element, a location element, a graphic card element, a recipient list element, and a ticketing element." As discussed above, the information in Joao et al. sent by the central processing computer to the point-of-sale is a transaction authorization and does not include at least one element of a "managed message" as recited in Claim 1.

Amended Claim 1 additionally recites, among other things, "wherein the at least one payment transaction authorization includes at least one type from a group consisting of a pre-authorization type, an expiration date link type, an error type, a billing type, and a refund type," none of which are taught or suggested in Joao et al. Joao et al. teaches that the central processing computer transmits an authorization or approval, but is silent as to what the authorization or approval consists of. For at the least the foregoing reasons, Joao et al. does not teach or suggest the subject matter recited in amended Claim 1.

Claims 2-20 are further rejected in the Office Action as allegedly anticipated by Joao et al.; however, applicants submit that since Claims 2-20 depend from Claim 1, which Joao et al. does not anticipate, and because Claims 2-20 recite additional subject matter, Claims 2-20 are also not anticipated by Joao et al.

For at least the reasons above, applicants respectfully request withdrawal of the 35 U.S.C. § 102(e) rejections of Claims 1-20 and allowance of the claims.

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### Claims 23-42

Similar to Claim 1, it is alleged in the Office Action that Col. 4, lines 35-66, Col. 6, lines 9-65, and Col. 26 of Joao et al. teach each and every element as they are recited in Claim 23. Applicants are unable to find in the cited portions, or any other portion of Joao et al. each and every element as they are recited in amended Claim 23. As a result, Joao et al. does not anticipate Claim 23.

By way of example, amended Claim 23 recites, in part, "transmitting to a wireless device associated with a first user a managed message and for transmitting the managed message to at least one other device associated with at least one other user." It is argued at page 3 of the Office Action that since Joao et al. discloses receiving information at a user's wireless communication device, such as transaction and card information data, and receiving information at the POS ("point-of-sale") in Joao et al., that "a managed message" is transmitted to a first user and a second user. Applicants respectfully disagree.

As read, for example, in Col. 6, line 8-Col. 7, line 40 of Joao et al., there is disclosed a central processing computer that transmits data to a communication device located with the cardholder. (See Col. 6, lines 13-16.) The information/data transmitted to the communication device with the cardholder may include various information about a proposed transaction at a point-of-sale. (See Col. 6, lines 22-35.) When the cardholder responds by authorizing the transaction, the central processing computer transmits data to the point-of-sale terminal indicating approval. (See Col. 7, lines 33-40.) The central processing computer, however, does not transmit "the managed message" to the cardholder and to the point-of-sale terminal, as recited in Claim 23. Instead, the information transmitted to each entity by the central processing computer is different. For at least this reason, Joao et al. does not anticipate Claim 23 because each and every element is not taught.

Nonetheless, applicants have amended Claim 23 to advance prosecution in the present application, and as such, applicants submit that the cited and applied reference does not teach or suggest the newly added subject matter of Claim 23. For example, Claim 23 further recites, "receiving an affirmative response in reply to the managed message from at least one of the users in response to a successful payment associated with the at least one payment transaction authorization."

As disclosed in Joao et al. at Col. 7, lines 38-40, "[t]he point-of-sale terminal operator may then complete the transaction. Thereafter, operation of the apparatus will cease." Thus, Joao et al. does not teach, suggest, or even contemplate, "receiving an affirmative response in reply to the managed message . . . in response to a successful payment associated with the at least one payment transaction authorization," as recited in Claim 23. As such, for at least this reason, Joao et al. does not anticipate Claim 23.

Additionally, amended Claim 23 further recites, "wherein the managed message includes at least one element from a group consisting of an RSVP element, a question element, a things-to-bring element, a comment element, a location element, a graphic card element, a recipient list element, and a ticketing element." As discussed above, the information in Joao et al. sent by the central processing computer to the point-of-sale is a transaction authorization and does not include at least one element of a "managed message" as recited in Claim 23.

Amended Claim 23 additionally recites, among other things, "wherein the at least one payment transaction authorization includes at least one type from a group consisting of a pre-authorization type, an expiration date link type, an error type, a billing type, and a refund type," none of which are taught or suggested in Joao et al. Joao et al. teaches that the central processing computer transmits an authorization or approval, but is silent as to what the

authorization or approval consists of. For at the least the foregoing reasons, Joao et al. does not teach or suggest the subject matter recited in amended Claim 23.

Claims 24-42 are further rejected in the Office Action as allegedly anticipated by Joao et al.; however, applicants submit that since Claims 24-42 depend from Claim 23, which Joao et al. does not anticipate, and because Claims 24-42 recite additional subject matter, Claims 24-42 are also not anticipated by Joao et al.

For at least the reasons above, applicants respectfully request withdrawal of the 35 U.S.C. § 102(e) rejections of Claims 23-42 and allowance of the claims.

Claim 45

As with Claims 1 and 23, it is alleged in the Office Action that Col. 4, line 48-Col. 10, line 67 of Joao et al. teach each and every element as they are recited in Claim 45. Applicants are unable to find in the cited portions, or any other portion of Joao et al. each and every element as they are recited in amended Claim 45. As a result, Joao et al. does not anticipate Claim 45.

By way of example, amended Claim 45 recites, in part, "transmitting to a wireless device associated with a first user a managed message, the circuitry further configured for transmitting the managed message to at least one other device associated with at least one other user." It is argued at page 3 of the Office Action that since Joao et al. discloses receiving information at a user's wireless communication device, such as transaction and card information data, and receiving information at the POS ("point-of-sale") in Joao et al., that "a managed message" is transmitted to a first user and a second user. Applicants respectfully disagree.

As read, for example, in Col. 6, line 8-Col. 7, line 40 of Joao et al., there is disclosed a central processing computer that transmits data to a communication device located with the cardholder. (See Col. 6, lines 13-16.) The information/data transmitted to the communication device with the cardholder may include various information about a proposed transaction at a

point-of-sale. (See Col. 6, lines 22-35.) When the cardholder responds by authorizing the transaction, the central processing computer transmits data to the point-of-sale terminal indicating approval. (See Col. 7, lines 33-40.) The central processing computer, however, does not transmit "the managed message" to the cardholder and to the point-of-sale terminal, as recited in Claim 45. Instead, the information transmitted to each entity by the central processing computer is different. For at least this reason, Joao et al. does not anticipate Claim 45 because each and every element is not taught.

Nonetheless, applicants have amended Claim 45 to advance prosecution in the present application, and as such, applicants submit that the cited and applied reference does not teach or suggest the newly added subject matter of Claim 45. For example, Claim 45 further recites, "receiving an affirmative response in reply to the managed message from at least one of the users in response to a successful payment associated with the at least one payment transaction authorization."

As disclosed in Joao et al. at Col. 7, lines 38-40, "[t]he point-of-sale terminal operator may then complete the transaction. Thereafter, operation of the apparatus will cease." Thus, Joao et al. does not teach, suggest, or even contemplate, "receiving an affirmative response in reply to the managed message . . . in response to a successful payment associated with the at least one payment transaction authorization was successful," as recited in Claim 45. As such, for at least this reason, Joao et al. does not anticipate Claim 45.

Additionally, amended Claim 45 further recites, "wherein the managed message includes at least one element from a group consisting of an RSVP element, a question element, a things-to-bring element, a comment element, a location element, a graphic card element, a recipient list element, and a ticketing element." As discussed above, the information in Joao

et al. sent by the central processing computer to the point-of-sale is a transaction authorization and does not include at least one element of a "managed message" as recited in Claim 45.

Amended Claim 45 additionally recites, among other things, "wherein the at least one payment transaction authorization includes at least one type from a group consisting of a pre-authorization type, an expiration date link type, an error type, a billing type, and a refund type," none of which are taught or suggested in Joao et al. Joao et al. teaches that the central processing computer transmits an authorization or approval, but is silent as to what the authorization or approval consists of. For at the least the foregoing reasons, Joao et al. does not teach or suggest the subject matter recited in amended Claim 45. Consequently, for at least the reasons above, applicants respectfully request withdrawal of the 35 U.S.C. § 102(e) rejection of Claim 45 and allowance of the claim.

#### Claims 46-62

It is alleged in the Office Action that Col. 4, lines 35-66, Col. 6, lines 9-65, and Col. 26 of Joao et al. teach each and every element as they are recited in Claim 46. Applicants are unable to find in the cited portions, or any other portion of Joao et al. each and every element as they are recited in amended Claim 46. As a result, Joao et al. does not anticipate Claim 46.

By way of example, amended Claim 46 recites, in part, "transmitting a managed message to a wireless device associated with a first user" and "transmitting the managed message to a communications device associated with at least one other user." It is argued at page 3 of the Office Action that since Joao et al. discloses receiving information at a user's wireless communication device, such as transaction and card information data, and receiving information at the POS ("point-of-sale") in Joao et al., that "a managed message" is transmitted to a first user and a second user. Applicants respectfully disagree.



As read, for example, in Col. 6, line 8-Col. 7, line 40 of Joao et al., there is disclosed a central processing computer that transmits data to a communication device located with the cardholder. (See Col. 6, lines 13-16.) The information/data transmitted to the communication device with the cardholder may include various information about a proposed transaction at a point-of-sale. (See Col. 6, lines 22-35.) When the cardholder responds by authorizing the transaction, the central processing computer transmits data to the point-of-sale terminal indicating approval. (See Col. 7, lines 33-40.) The central processing computer, however, does not transmit "the managed message" to the cardholder and to the point-of-sale terminal, as recited in Claim 46. Instead, the information transmitted to each entity by the central processing computer is different. For at least this reason, Joao et al. does not anticipate Claim 46 because each and every element is not taught.

Nonetheless, applicants have amended Claim 46 to advance prosecution in the present application, and as such, applicants submit that the cited and applied reference does not teach or suggest the newly added subject matter of Claim 46. For example, Claim 46 further recites, "receiving an affirmative response in reply to the managed message from at least one of the users in response to the at least one payment transaction in response to the authorization being successful."

As disclosed in Joao et al. at Col. 7, lines 38-40, "[t]he point-of-sale terminal operator may then complete the transaction. Thereafter, operation of the apparatus will cease." Thus, Joao et al. does not teach, suggest, or even contemplate, "receiving an affirmative response in reply to the managed message . . . in response to the at least one payment transaction in response to the authorization being successful," as recited in Claim 46. As such, for at least this reason, Joao et al. does not anticipate Claim 46.

Claims 47-62 are further rejected in the Office Action as allegedly anticipated by Joao et al.; however, applicants submit that since Claims 47-62 depend from Claim 46, which Joao et al. does not anticipate, and because Claims 47-62 recite additional subject matter, Claims 47-62 are also not anticipated by Joao et al.

For at least the reasons above, applicants respectfully request withdrawal of the 35 U.S.C. § 102(e) rejections of Claims 46-62 and allowance of the claims.

Claims 65-76

As with Claim 46, it is alleged in the Office Action that Col. 4, lines 35-66, Col. 6, lines 9-65, and Col. 26 of Joao et al. teach each and every element as they are recited in Claim 65. Applicants are unable to find in the cited portions, or any other portion of Joao et al. each and every element as they are recited in amended Claim 65. As a result, Joao et al. does not anticipate Claim 65.

By way of example, amended Claim 65 recites, in part, "transmitting a managed message to a wireless device associated with a first user" and "transmitting the managed message to a communications device associated with at least one other user." It is argued at page 3 of the Office Action that since Joao et al. discloses receiving information at a user's wireless communication device, such as transaction and card information data, and receiving information at the POS ("point-of-sale") in Joao et al., that "a managed message" is transmitted to a first user and a second user. Applicants respectfully disagree.

As read, for example, in Col. 6, line 8-Col. 7, line 40 of Joao et al., there is disclosed a central processing computer that transmits data to a communication device located with the cardholder. (See Col. 6, lines 13-16.) The information/data transmitted to the communication device with the cardholder may include various information about a proposed transaction at a point-of-sale. (See Col. 6, lines 22-35.) When the cardholder responds by authorizing the

transaction, the central processing computer transmits data to the point-of-sale terminal indicating approval. (See Col. 7, lines 33-40.) The central processing computer, however, does not transmit "the managed message" to the cardholder and to the point-of-sale terminal, as recited in Claim 65. Instead, the information transmitted to each entity by the central processing computer is different. For at least this reason, Joao et al. does not anticipate Claim 65 because each and every element is not taught.

Nonetheless, applicants have amended Claim 65 to advance prosecution in the present application, and as such, applicants submit that the cited and applied reference does not teach or suggest the newly added subject matter of Claim 65. For example, Claim 65 further recites, "receiving an affirmative response in reply to the managed message from at least one of the users in response to the at least one payment transaction in response to the authorization being successful."

As disclosed in Joao et al. at Col. 7, lines 38-40, "[t]he point-of-sale terminal operator may then complete the transaction. Thereafter, operation of the apparatus will cease." Thus, Joao et al. does not teach, suggest, or even contemplate, "receiving an affirmative response in reply to the managed message . . . in response to the at least one payment transaction in response to the authorization being successful," as recited in Claim 65. As such, for at least this reason, Joao et al. does not anticipate Claim 65.

Claims 66-76 are further rejected in the Office Action as allegedly anticipated by Joao et al.; however, applicants submit that since Claims 66-76 depend from Claim 46, which Joao et al. does not anticipate, and because Claims 66-76 recite additional subject matter, Claims 66-76 are also not anticipated by Joao et al.

For at least the reasons above, applicants respectfully request withdrawal of the 35 U.S.C. § 102(e) rejections of Claims 65-76 and allowance of the claims.

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### Claim 78

Similar to Claims 46 and 65, it is alleged in the Office Action that Col. 4, lines 35-66, Col. 6, lines 9-65, and Col. 26 of Joao et al. teach each and every element as they are recited in Claim 78. Applicants are unable to find in the cited portions, or any other portion of Joao et al. each and every element as they are recited in amended Claim 78. As a result, Joao et al. does not anticipate Claim 78.

By way of example, amended Claim 78 recites, in part, "transmitting a managed message to a wireless device associated with a first user" and "transmitting the managed message to a communications device associated with at least one other user." It is argued at page 3 of the Office Action that since Joao et al. discloses receiving information at a user's wireless communication device, such as transaction and card information data, and receiving information at the POS ("point-of-sale") in Joao et al., that "a managed message" is transmitted to a first user and a second user. Applicants respectfully disagree.

As read, for example, in Col. 6, line 8-Col. 7, line 40 of Joao et al., there is disclosed a central processing computer that transmits data to a communication device located with the cardholder. (See Col. 6, lines 13-16.) The information/data transmitted to the communication device with the cardholder may include various information about a proposed transaction at a point-of-sale. (See Col. 6, lines 22-35.) When the cardholder responds by authorizing the transaction, the central processing computer transmits data to the point-of-sale terminal indicating approval. (See Col. 7, lines 33-40.) The central processing computer, however, does not transmit "the managed message" to the cardholder and to the point-of-sale terminal, as recited in Claim 78. Instead, the information transmitted to each entity by the central processing computer is different. For at least this reason, Joao et al. does not anticipate Claim 78 because each and every element is not taught.

Nonetheless, applicants have amended Claim 78 to advance prosecution in the present application, and as such, applicants submit that the cited and applied reference does not teach or suggest the newly added subject matter of Claim 78. For example, Claim 78 further recites, "receiving an affirmative response in reply to the managed message from at least one of the users in response to the at least one payment transaction in response to the authorization being successful."

As disclosed in Joao et al. at Col. 7, lines 38-40, "[t]he point-of-sale terminal operator may then complete the transaction. Thereafter, operation of the apparatus will cease." Thus, Joao et al. does not teach, suggest, or even contemplate, "receiving an affirmative response in reply to the managed message . . . in response to the at least one payment transaction in response to the authorization being successful," as recited in Claim 78. As such, for at least this reason, Joao et al. does not anticipate Claim 78. Accordingly, applicants respectfully request withdrawal of the 35 U.S.C. § 102(e) rejection of Claim 78 and allowance of the claim for at least the reasons above.

Rejections Under 35 U.S.C. § 103(a)

A *prima facie* case of obviousness may be established under section 103 if "all the claimed elements were known in the prior art and one skilled in the art could have combined the elements as claimed by known methods with no change in their respective functions, and the combination yielded nothing more than predictable results to one of ordinary skill in the art." *KSR Int'l Co. v. Teleflex, Inc.*, 550 U.S. 398 (2007); M.P.E.P. § 2143.A. Applicants respectfully assert that the combinations of the cited and applied references proposed in the Office Action fail to establish a *prima facie* case of obviousness because not all the elements of Claims 21, 22, 43, 44, 63, 64, and 77 were known in the prior art.

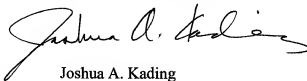
Since Claims 21, 22, 43, 44, 63, 64, and 77 depend from patentable Claims 1, 23, 46, and 65, respectively, as argued above, and because Claims 21, 22, 43, 44, 63, 64, and 77 recite additional subject matter, applicants assert that not all of the elements are taught or suggested in Joao et al. For at least this reason, Joao et al., alone or when combined with other cited references of record, fails to establish a *prima facie* case of obviousness for Claims 21, 22, 43, 44, 63, 64, and 77. Accordingly, applicants respectfully request withdrawal of the 35 U.S.C. § 103(a) rejections of Claims 21, 22, 43, 44, 63, 64, and 77 and allowance of the claims.

#### CONCLUSION

Applicants submit that this is a full and complete response in reply to the final Office Action mailed October 5, 2009, and that Claims 1-78 are in condition for allowance. If there are any remaining issues, or if an Examiner's amendment is required to correct minor informalities, the Examiner is invite to call the undersigned attorney at the number below.

Respectfully submitted,

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